

Section 1: Intent

Leon County seeks proposals from owners and authorized representatives for the purchase of Existing Building/Facilities, for consideration as a potential relocation site for the County's Growth and Environmental Management (GEM) and Environmental Health divisions, with:

- Approximately 30,000 +/- GSF of conditioned space in Leon County that is suitable for use as office and meeting areas and accessible to the public; and
- Access to, and preferably the purchase of, approximately 90 +/- parking spaces that are reasonably and safely accessible from the Building, as part of the Proposed Property with the cost included in the price.

Leon County is seeking proposals representing both an "As-Is" Price and a Turnkey Price for the Proposed Property.

This Request for Property Proposals (RFPP), is exempt from Leon County's Purchasing Policy.

Leon County does not intend to pay broker fees as a result of any purchase that may result from this RFPP.

Section 2: Timetable

The following schedule of events will be strictly adhered to in all actions relevant to this RFPP, unless modified by the County by addendum to this RFPP (all times are Eastern times):

1. RFPP Noticed: Sunday, _____
2. RFPP Issued: Tuesday, _____
3. Preproposal Conference (attendance is optional, but encouraged):
 - Location: Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308
 - Date: Wednesday, _____
 - Time: _____ am, EST
4. Deadline for Proposers' written questions to be submitted to, and received by the Purchasing Director, within the following deadline:
 - Date: Wednesday, _____
 - Time: _____ pm, EST
 - Name: Keith Roberts, Purchasing Director
 - Address: 2284 Miccosukee Road
Tallahassee, Florida 32308
 - Telephone: (850) 488-6949

Fax: (850) 922-4084

Answers will be issued in Addendum to RFPP, which will be posted on the County's Website at <<http://www.co.leon.fl.us/Purchasing/index.asp>>.

5. Proposal Due Date, Time and Location:
- Location: Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308
- Date: Wednesday, _____
- Time: _____ pm, EST

Section 3: Instructions and Information on Submitting Proposals

3.01 Definition of Terms - Throughout this RFPP, the singular may be read as plural and the plural as singular. Gender is intended to be neutral.

1. "As-Is" Price: Price Owner/Authorized Representative is seeking for the Proposed Property including functioning central heating and air conditioning, and the Owner's abatement of hazardous materials. While the Board may negotiate with the successful Proposer for future space programming and/or modifications required for County occupancy (beyond central heating and air conditioning and the Owner's abatement of hazardous materials), future space programming and renovations should not be included as part of the "As-Is Price."
2. Authorized Representative: Individual or entity who: (a) has the authority to act on behalf of the Owner(s) with regard to the negotiation and sale of the Proposed Property, and (b) is licensed in accordance with Chapter 475, Part 1, Florida Statutes, unless exempted pursuant to Section 475.011 therein.
3. Building: Office building(s) that are included in the Proposed Property.
4. County: The Leon County Board of County Commissioners and its departments, boards and commissions, officers and employees, which is issuing this RFPP, or its successor in interest. The complete name of the County division that issued this RFPP is provided on the first page of this document. As used in this document, the word "County" refers to the full formal name of the issuer of this RFPP.
5. Day: One calendar day. Beginning at 12:00 AM and ending at 11:59 PM.
6. Exclusive Parking Spaces: Parking designated and identified by the Proposer that is part of the sale and that is for the sole and exclusive use of the County 24 hours per day, 7 days per week, without interference from or concurrent use by others.

7. Existing Building/Facility: Building(s) that is/are currently completely constructed or permitted and under construction, with construction scheduled for completion within approximately six Months.
8. Gross Square Feet (GSF): The outside perimeter area of the building (footprint).
9. Month: 30 Days
10. Net Square Feet (NSF): The remaining Gross Square Feet available after eliminating exterior wall space.
11. Owner: Individual or entity who shall, at the time of submittal of Proposal, provide proof of the legal right to convey marketable title to the Proposed Property at or before closing.
12. Proposal: A response to this RFPP, which shall incorporate the requirements of this RFPP.
13. Proposer: Any Owner or Authorized Representative who submits a proposal to the County in response to this RFPP.
14. Proposed Property: The property being offered to the County under this RFPP, and must include the building, land, parking, areas of ingress and egress, and access easements.
15. Public Entity Crime: As defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any proposal or contract for goods or services, any Proposal for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. The Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes is included as Attachment #2.
16. Request for Property Proposals (RFPP): The RFPP consists of the package of documents by which the County seeks to identify potential properties for consideration of purchase to meet its needs. This consists of a group of documents provided to each interested party, including:
 - a. Cover sheet entitled RFPP Form.
 - b. Intent (Section 1)
 - c. Timetable (Section 2).
 - d. Instructions and Information (Section 3).
 - e. Property Description Submittal Form (Section 4)
 - f. Attachments to the RFPP package.

- g. Any written amendments to this RFPP, including written responses submitted by the County to questions received at or before the preproposal conference.

- 17. Turnkey Price: Price Owner/Authorized Representative is seeking for the Proposed Property for the purchase of renovation of the Proposed Property to meet the County's needs for parking and accessible office and meeting space, with central heat and air conditioning and which has been abated of hazardous materials, including: designing, engineering, coordinating, constructing, and supervising building renovations within the budget and on schedule; full space programming and architectural service to meet County needs; selection of building materials (such as flooring, fixtures and fittings); a secured fenced area for approximately 30 County vehicles; contracting with consultants and subcontracts; building permit acquisition; project management and supervision; and management of payments to all consultants and subcontractors. While the Turnkey Price and project schedule will be finalized after an analysis of the program is completed, a target budget (which may be a range) for all items including land, construction/renovation, hard and soft costs (including a reasonable construction contingency) is sought to provide the County with accurate, approximated budgeting information. Office furnishings are not part of the Turnkey Price.

3.02 Preparation and Submission of Proposals - For a Proposal to Be Responsive:

- 1. The Proposal must be:
 - a. Received at the location and within the deadline stipulated in Section 2, Timetable.
 - b. Must include manual signature of the Proposed Property's Owner(s) or Authorized Representative(s).
 - c. Complete in every material way.
- 2. The Proposed Property:
 - a. Shall be an Existing Building/Facility.
 - b. Shall include the Building, land, parking, areas of ingress and egress, and access easements.
 - c. Shall be offered for sale to the County on an "As-Is Price" and a "Turnkey" price basis, although the County may consider a Proposal that includes the lease of some or all of the proposed parking spaces.
 - d. Shall be currently zoned for planned use as an office building.
 - e. Shall have adequate parking located within safe and reasonable access to the Building.
 - f. Shall not have improvements (parking spaces and Building) located in a flood plain up to and through the 1% occurrence level, commonly referred to as the 100-Year Flood Plain
 - g. Building shall have central heat and air conditioning.
 - h. Shall be serviced by City of Tallahassee or Talquin water utilities.

- i. Shall be serviced by City of Tallahassee or Talquin sewer utilities.
 - j. Shall not preclude the County from installing security fencing in the parking area for approximately 30+/- County vehicles.
3. The Proposal must include:
- a. Submitted and labeled as Exhibit #1 –
A completed RFPP Proposed Property Description Submittal Form (Section 4).
 - b. Submitted and labeled as Exhibit #2 –
A copy of the Property Appraiser's Data Sheet (located at <http://dta.co.leon.fl.us/prop/search.cfm>) submitted as Exhibit #2), either:
 - i. Reflecting the Proposed Property's Ownership, Legal Description, Street Address and General Description, or
 - ii. If the Property Appraiser's Data Sheet does not accurately reflect the Proposed as the owner of the Proposed Property, the Proposer must also submit a valid copy of the Deed(s), Option to Purchase, or other such documentation that provides proof of the Proposer's legal right to convey marketable title to the Proposed Property at or before closing.
 - c. Submitted and labeled as Exhibit #3 –
A completed Owner's or Authorized Representative Certification (Attachment #1).
 - d. Submitted and labeled as Exhibit #4 –
A scaled site layout showing the present location of Building(s); configuration and number of parking spaces; access and egress routes; and any proposed changes that the Proposer will make before the County purchases the property.
 - e. Submitted and labeled as Exhibit #5 –
A floor plan of the Building.
 - f. Submitted and labeled as Exhibit #6 –
Clear photographs (color preferred), showing exterior front, sides and rear of the Proposed Property.
 - g. Submitted and labeled as Exhibit #7 –
A detailed description of any known hazardous materials (e.g. asbestos, lead-based paint, mold, radon, etc.), the location of the material(s) and any available abatement reports. If no known hazards exist and no abatement reports are available, provide a statement to that effect, label and submit it as Exhibit #7.
 - h. Submitted and labeled as Exhibit #8 –
The following information if the Proposed Property, or any portion thereof (including parking areas), is presently occupied or will be covered by an active lease(s) on the closing date or thereafter:
 - i. All records of such tenants, including lease agreements for space and parking, and
 - ii. A statement of property management and intent during RFPP decision period.

If none, provide a statement to that effect and label and submit it as Exhibit #8.

i. Submitted and labeled as Exhibit #9 –

1. The Owner and the Authorized Representative are to each complete a separate Sworn Public Entity Crime Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Attachment #2).
2. Public Entity Crime Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Proposer must complete the Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Attachment #2) and submit it as Exhibit #9 with the Proposal.

4. By responding to this RFPP the Proposer agrees with the following requirements:

- a. If the County agrees to purchase the Proposed Property, Building shall be free of friable asbestos-containing material prior to closing (abatement will not be paid by the County and must be provided at Owner's cost).
- b. If the County agrees to purchase the Proposed Property, Building shall be free of lead-based paint prior to closing (abatement will not be paid by the County and must be provided at Owner's cost).
- c. If the County agrees to purchase the Proposed Property, Building shall be free of mold prior to closing (abatement will not be paid by the County and must be provided at Owner's cost).
- d. If the County agrees to purchase the Proposed Property, Building shall be free of hazardous materials (abatement will not be paid by the County and must be provided at Owner's cost).
- e. To provide access to the County's staff and/or contractors, to the Proposed Property during the County's regular business hours for inspection.
- f. To provide to the County, during the due diligence process if pursued for the Proposed Property, any and all available hazardous material surveys, and Phase I and Phase II Audit Reports that have been performed for the Proposed Property.

3.03 RFPP Document Package – The RFPP is composed of the items and attachments listed below. It is the Proposer's responsibility to be familiar with all aspects of the RFPP, including

attachments. If upon examination, it is found that any part or parts of the package are missing, contact the Issuing Officer listed on the cover sheet of this RFPP package. See also the section below entitled Familiarity With Laws.

1. Cover page containing a copy of the RFPP Legal Advertisement (delivered under separate cover)
2. Section 1 - Intent
3. Section 2 - Timetable
4. Section 3 - Instructions and Information on Submitting RFPP
5. Section 4 - RFPP Proposed Property Description Submittal Form
6. Attachments:
 - #1 – Owner's or Authorized Representative Certification Form
 - #2 – Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes

3.04 Familiarity with Laws - The Proposer is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any way affect this project. Lack of knowledge by the Proposer will in no way allow relief from responsibility. All costs associated with compliance shall be borne by the Proposer. The County will exercise due care in response to questions concerning matters of law, but if in error, will not be estopped from asserting the correct principles of law.

3.05 Venue - The validity, interpretation and performance of all property transactions shall be controlled by and construed under the laws of Leon County and the State of Florida. Any and all litigation arising under the property transactions shall be instituted in the appropriate court in Leon County.

3.06 Waiver - The failure of any party to the agreement resulting from this RFPP to object to or take affirmative action with respect to any conduct or the other, which is in violation of the terms of the agreement, shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

3.07 Public Access to Records - All documents, papers, letters or other materials relating to the RFPP proposals received by the County, and resulting land transactions are subject to the Public Records Law, Chapter 119, Florida Statutes.

3.08 Preproposal Conference –

1. Proposer's attendance at the preproposal conference scheduled in the RFPP and/or associated advertisement is optional, but encouraged.
2. The purpose of the preproposal conference is to provide Proposers an opportunity to ask questions. Remarks and explanations at the conference shall not be binding and shall not change the provisions of the RFPP. The County will orally respond, to the best of its ability and knowledge, to questions raised at the conference. However, the County will not be bound to its preliminary answers given at the conference. Changes or amendments to the RFPP will be accomplished only in

writing and will be issued on Leon County's website at the following address:
<<http://www.co.leon.fl.us/Purchasing/index.asp>>.

3. Any person requiring special accommodation because of a disability at any public meetings relating to this RFPP should contact Leon County's ADA Coordinator, Clarence Moore, at (850) 487-2220 for a "Citizen Request for Reasonable Accommodation" form (also available on the County's website at www.co.leon.fl.us), at least 48 hours prior to the scheduled meeting.

3.09 Mandatory Requirements -

1. The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must," or "will," (except to indicate simple futurity) in this RFPP indicate a mandatory requirement or condition.
2. The words "should" or "may" in this RFPP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

3.10 Interpretation of RFPP Documents - Questions concerning an interpretation of meaning, ambiguity, conditions and specifications of the RFPP, and/or requests for changes to conditions and specifications, must be in writing, addressed to the Purchasing Director. The envelope should be identifiable as questions regarding the RFPP. The deadline for the County's receipt of questions is provided in the Timetable (Section 2). Answers will be issued in Addendum to RFPP, which will be posted on the County's Website at:

<<http://www.co.leon.fl.us/Purchasing/index.asp>>

3.11 Preparation and Submission of Proposals -

1. Proposers shall deliver the original and five (5) copies of their proposal no later than the date and time specified in the Timetable in Section 2. The ORIGINAL Proposal must be clearly marked "Original" on its face and must contain an original, manual signature of the Owner or Authorized Representative of the responding firm or individual, all other copies may be photocopies.
2. All RFPP Submittal Form sheets and required documents must be properly executed and be submitted in a sealed and titled envelope or wrapper. The face of the envelope shall be addressed to the Purchasing Director as follows:

To: Mr. Keith Roberts, Purchasing Director
Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308

Proposal Opening

Date: _____

Time: _____ pm, EST

Proposal #: _____

3. It is the Proposer's responsibility to ensure that its Proposal is delivered at the proper time and place of the proposal opening as stated in the advertisement. Proposals arriving late will not be considered.

3.12 Cost of Developing and Submitting Proposal and Ownership - By submitting a Proposal, the Proposer agrees:

1. The County is not liable for any of the costs incurred by the Proposer in preparing and submitting a Proposal;
2. Its Proposal will become the property of the County upon receipt and will not be returned to the Proposer once opened;
3. The County shall have the right to use any and all ideas or adaptations of ideas contained in its Proposal received in response to this RFPP without the payment of any fee or royalty for that use; and
4. Selection or rejection of the Proposal shall not affect these rights.

3.13 Withdrawal of Proposals -

1. A Proposal may be withdrawn in person by an Owner or Authorized Representative who presents proper identification and signs a receipt for the Proposal, but only if the withdrawal is made prior to the exact deadline set for receipt of proposals.
2. Errors and omissions on the part of the Proposer in preparation of the Proposal confers no right to withdrawal of the Proposal after it has been opened.

3.14 Opening of Proposals -

1. Proposals will be opened publicly at the Leon County Purchasing Division Office located at 2284 Miccosukee Road, Tallahassee, FL, 32308. The Purchasing Director or designee, whose duty it is to open them, will decide when the specified time has arrived. No Proposal received thereafter will be considered and may be returned unopened. No responsibility will be attached to any officer for the premature opening of a Proposal not properly sealed, addressed or identified.
2. At the time fixed for the opening of proposals, only the Proposer and location of Proposed Property in each Proposal will be made public for those who may be present.

3.15 Analysis of Proposals -

1. All Proposals submitted to the County are subject to the County's terms and conditions contained in the RFPP. Any and all additional terms and conditions submitted by Proposers are rejected and shall have no force or effect in the evaluation of Proposals.

2. The County reserves the right to determine, in its sole discretion, the Proposal that is in the County's best interest. Proposals should be submitted with the most favorable terms the Proposer can offer.
3. County staff will prepare an analysis of responsive Proposals. This may include a visit by County staff and contractors to a Proposed Property(ies) to ensure thoroughness, accuracy of responses, or to seek better understanding. The analysis of responsive Proposals will be presented to the Board for its direction, which may include identification as to which, if any, Proposed Property(ies) will be selected for further due diligence inspection/review and/or negotiation, including direction regarding further programming and/or modifications. The Board will also receive information on those Proposals deemed non-responsive.
4. The County reserves, in its sole discretion, the right to verify information submitted in each Proposal.
5. The County reserves, in its sole discretion, the right to waive any minor irregularities or technicality not limited to the correction of simple mistakes or typographical errors and to seek clarification of Proposals received, when such is in the best interest of the County.

3.16 Non-Responsive Proposers - Proposals that do not meet all mandatory requirements of this RFPP or which fail to provide all required information, documents or materials will be rejected as non-responsive. The County reserves the right to determine which Proposals meet the mandatory requirements of the RFPP.

3.17 Additional Information - The County reserves the right to request additional information from Proposers in order to make a thorough review and fair comparison of all Proposals submitted. Failure to request additional information is not to be construed as an error on the part of the County.

3.18 Criteria - The Leon County Board of County Commissioners (BCC) will determine the Proposal(s) that is(are) in the best interest of the County, or may decide not to further pursue any of the Proposed Properties.

3.19 Rejection of Proposals -

1. The County reserves the right to reject any and all Proposals when such rejection is in the interest of the County.
2. If all Proposals are rejected, the County reserves the right to change specifications as necessary and reinstate procedures for soliciting proposals, to cease the process in its entirety, or to utilize another process to identify property.

3.20 Protest Process (the "Protest Process") -

1. **Protest of Decisions: Right to Protest.** Any Proposer who has delivered a Proposal to the RFPP on or before the Proposal Deadline specified in the RFPP and who is aggrieved with any of Leon County's decisions or intended decisions regarding such RFPP may be considered a Protestor and shall have the right to utilize the Protest Process.

2. Timeframes. The timeframes provided in the Protest Process may be extended by mutual agreement of the parties.

3. Definitions. As used in this Section, unless the context otherwise requires:

a) "County Business Day" means any day on which the Board of County Commissioners conducts regular business hours. A County Business Day excludes any Saturday or Sunday, and any weekday, such as a holiday observed by Leon County, on which the Board of County Commissioners is officially closed for regular business.

b) "Notice of Protest" means the written notice which commences the Protest Process upon being delivered in accordance with these procedures.

c) "Formal Written Protest" means the formal document which further details the basis of the protest and which continues the Protest Process, if necessary, upon being delivered in accordance with these procedures.

d) A protest item shall be deemed "delivered" when it is received in the office of the Assistant to the Management Services Director or designee, 301 S. Monroe Street, Suite 202-C, Tallahassee, Florida 32301.

4. Protest Procedure. Any protest involving Leon County's decisions pertaining to the RFPP process and/or award or intent to award shall comply with the following procedure:

a) The Protestor shall, no later than 2:00 p.m. on the second full County Business Day after the publication of the Agenda Item pertaining to Proposal award related to this RFPP, deliver to the Assistant to the Management Services Director or designee a written Notice of Protest which shall, at a minimum, provide the following information:

- i. The name, address, and telephone number of the Protestor;
- ii. The name, address, and telephone number of the Protestor's representative to whom notices may be sent;
- iii. The name and number of the solicitation as provided in the RFPP; and
- iv. A brief factual summary of the basis of the protest.

b) Unless the protest has been resolved by mutual agreement, the Protestor shall, no later than 2:00 p.m. on the third full County Business Day after the Protestor's delivery of the Notice of Protest, deliver to the Assistant to the Management Services Director or designee a Formal Written Protest which shall, at a minimum, include the following:

- i. The name of the Protestor and the RFPP involved;
- ii. A plain, clear statement of the grounds on which the protest is based;
- iii. A reference to any statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds;
- iv. A specific request for relief to which the Protestor deems himself entitled by application of such authorities to such grounds; and
- v. The cash bond in the amount as set forth hereinafter.

c) Upon timely delivery of the Notice of Protest and the Formal Written Protest in accordance with the Protest Process, protest shall proceed as set forth herein.

d) Waiver of Protest. The failure of a Protestor to timely file a Notice of Protest or a Formal Written Protest shall constitute a waiver of the right to protest utilizing the proceedings under this Section.

e) Cash Bond. In order to secure the Protestor's payment of any damages incurred by Leon County in successfully defending against a protest, the Protestor shall deliver as part of the Formal Written Protest a cash bond in accordance with the following requirements:

- i. The cash bond shall be in the form of a cashier's check made payable to the Leon County Board of County Commissioners; and
- ii. The cash bond shall be in the amount of \$5,000.00 (FIVE THOUSAND and 00/100 DOLLARS).

f) Settlement and Resolution of Protests:

- i. Written Decision by Assistant to the Management Services Director or designee. The Assistant to the Management Services Director or designee shall have the authority, prior to commencement of an action in court concerning a protest, to settle and resolve a protest in accordance with the following procedure:

1. The Assistant to the Management Services Director or designee shall, no later than seven calendar days after the delivery of the Formal Written Protest, attempt to

resolve the protest prior to any further proceedings arising from the protest.

2. If the protest is not resolved by mutual agreement, the Assistant to the Management Services Director or designee shall, no later than the seventh full day after the delivery of the Formal Written Protest, issue a decision in writing on the merits of the protest.
 3. The written decision shall, at a minimum, state the reasons for the decision and shall inform the Protestor of the right to further administrative appeal pursuant to these procedures.
 4. A copy of the written decision shall be mailed or otherwise furnished immediately to the Protestor and any other party intervening.
- ii. Administrative Appeal of Written Decision. The written decision of the Assistant to the Management Services Director or designee may be appealed by the Protestor to the Procurement Appeals Board in accordance with the following procedure:
1. The Protestor shall, no later than 5:00 p.m. on the third full County Business Day after the Protestor's receipt of the written decision, deliver a formal written appeal to the Assistant to the Management Services Director or designee.
 2. The Assistant to the Management Services Director or designee shall, no later than the second full County Business Day after the receipt of a formal written appeal, notify the Director of Purchasing of such receipt.
 3. Upon notification of the receipt by the Assistant to the Management Services Director or designee of a formal written appeal, the Director of Purchasing shall coordinate the appeal through the Procurement Appeals Board as set forth in Section 5.13 of the Leon County Purchasing and Minority Business Enterprise Policy, as may be amended from time to time.
 4. The decision of the Procurement Appeals Board shall be final.

iii. Stay of Award During Protest and Appeal. In the event of a timely delivery of a Notice of Protest or a Formal Written Protest, the Assistant to the Management Services Director or designee shall abate any further proceedings with regard to the award involved in the protest until all administrative remedies have been exhausted pursuant to these procedures or until the County Administrator makes a written determination that the award without delay is necessary to protect the substantial interests of Leon County.

iv. Entitlement to Costs of Protest.

1. If County Prevails:

- a. If after completion of the protest process, or of any appellate court proceedings, Leon County should prevail, it shall be entitled to recover all court costs and damages as may be set forth in the final order or judgment, excluding attorney's fees.
- b. Upon payment by the Protestor of such court costs and damages, the Protestor's cash bond shall be returned to the Protestor.

2. If Protestor Prevails:

- c. If after completion of the protest process, or any appellate court proceedings, the Protestor should prevail, the Protestor's cash bond shall be returned and the Protestor shall recover from Leon County all costs and damages as may be set forth in the final order or judgment, excluding attorney's fees, lost profits and RFPP preparation costs.

**Section 4: RFPP Proposed Property Description Submittal Form
(complete, submit and label as Exhibit #1)**

4.1 Provide the following information for the Proposed Property, which is included in the "As-Is" Price and Turnkey Price:	
1. "As-Is" Price	
2. Turnkey Price	
3. Describe the land, parking, Building and other improvements that are included in the "As-Is" Price and Turnkey Price identified above.	
4. Anticipated closing Costs that the Proposer anticipates the County will pay	
5. Building(s)' Net Square Feet (NSF)	
6. Total acreage	
7. Number of Exclusive Parking Spaces	
8. Number of additional parking spaces not for County's exclusive use	
9. Declare the number of parking spaces included in the "As-Is" Price	
10. Declare the number of parking spaces included in the Turnkey Price	
11. Declare the number of parking spaces proposed for lease and provide the lease terms for the parking spaces	
12. Declare any and all restrictions to the full use of all parking spaces; state if none.	
13. Declare any and all ongoing costs for using the parking spaces (other than normal maintenance to address normal wear and tear); state if none.	
14. Describe where identified parking is located, the distance to the Building(s), and the	

number of Exclusive Parking Spaces and additional parking spaces in each location.	
15. Declare that the County would not be precluded from constructing a secure fence structure in the parking area to secure approximately 30 +/- County vehicles.	
16. Number of Buildings and number of floors in each Building	
17. Identify whether the NSF of the Building(s) is in one or more contiguous space(s) and describe.	
18. Disclose any and all ongoing costs related to the Proposed Property not included in the "As-Is" Price and Turnkey Price (such as CAM and association fees); state if none.	
19. Detail recent improvements to the Proposed Property the Proposer wishes to have considered in the analysis.	
20. Describe the Building(s)' primary construction material(s) (such as wood siding, split concrete block, masonry concrete block, or brick).	
21. Is data fiber currently received and usable in the Building(s)? If not, provide the location of the nearest fiber demarcation; the distance between the nearest fiber demarcation and the Building(s); and the fiber owner for the nearest demarcation. (Note: Contact Sprint for demark locations and contact Sprint, Comcast or the City regarding the availability for fiber).	
22. Declare that the	

Proposed Property is an Existing Building/Facility.	
23. Declare that the Proposed Property includes the Building(s), land, parking, areas of ingress and egress, and access easements.	
24. Declare that the Proposed Property is currently zoned for use as an office building.	
25. Declare that no improvements (parking spaces and Building) are located in the 100-Year Flood Plain	
26. Declare the Building has central heat and air conditioning or, if not currently installed, will be installed as part of the "As-Is" Price and Turnkey Price.	
27. Declare that the Proposed Property is serviced by City of Tallahassee or Talquin water and sewer utilities or, if not currently serviced, will be as part of the "As-Is" Price and Turnkey Price.	
28. Declare any and all conditions that could materially affect the value of the Proposed Property.	
29. Identify the Owner(s)' Name(s), and provide their address and contact information (phone, fax and e-mail)	
30. Identify the Authorized Representative's Name, and provide their address and contact information (phone, fax and e-mail)	

Attachments:

#1 – Owner's Certification

#2 – Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

3. ☐ For Partnership:

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by

(Name and Title of Authorized Representative Acknowledging)_____
(Name of Partnership)He or she is personally known to me or has produced _____ as
(Type of identification presented)
identification._____
(Signature of Notary)_____
(Print, Type or Stamp Name of Notary)_____
(Title or Rank) (Serial No., if any)

Owner's Certification

Part B - Authorized Representative's Information

Authorized Representative's Name: _____

Authorized Representative's Address: _____
Number Street City/State/Zip

Authorized Representative's Phone No.: (____) _____

Email Address (optional): _____

Authorized Representative's Signature: _____

Date: _____

Notary Public

State of _____, County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20_____, by

(Name of Authorized Representative(s))
who is personally known to me or who has produced _____ as
(Type of identification presented)
identification.

(Signature of Notary)

(Print, Type or Stamp Name of Notary)

(Title or Rank (Serial No., if any))

Owner's Certification

Part C – Owner and Authorized Representative Disclosure

Complete and sign one of the following statements, which accurately indicates the Owner's and Authorized Representative's knowledge of the property:

1. I know of no conditions, other than what have been described herein, that could materially affect the value of the Proposed Property.

Signature: _____ Date: _____
(Owner)

Signature: _____ Date: _____
(Authorized Representative)

2. Other than the conditions that have been described herein above, I know of no conditions that could materially affect the value of the Proposed Property other than as follows:
(describe any such conditions below)

A. Conditions disclosed:

(attach additional sheet if necessary)

Signature: _____ Date: _____
(Owner)

Signature: _____ Date: _____
(Authorized Representative)

Notary Public

State of _____, County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20_____, by

(Name of Authorized Representative(s)
who is personally known to me or who has produced _____ as
(Type of identification presented)
identification.

(Signature of Notary)

(Print, Type or Stamp Name of Notary)

(Title or Rank (Serial No., if any)

Attachment #2

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County
Commissioners

by _____

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term

"affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of

My commission expires:

(Type of identification)

Printed, typed, or stamped
commissioned name of notary

public

Form PUR 7068 (Rev 06/11/92)